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Attorneys for Plaintiff
CROWN CASTLE NG WEST LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CROWN CASTLE NG WEST LLC,
a Delaware limited liability
company.

Plaintiff,

vs.

TOWN OF HILLSBOROUGH, a California municipality; CITY COUNCIL OF THE TOWN OF HILLSBOROUGH, its governing body; AND DOES 1-10,

Defendants.

CASE NO.: 3:18-cv-02473-JSC
DEPT: Ctrm F, 15th Flr
JUDGE: Hon. Jacqueline Scott Corley

**JOINT STIPULATION
REGARDING DISMISSAL OF
ACTION PURSUANT TO
SETTLEMENT AGREEMENT;
[PROPOSED] ORDER**

FILE DATE: April 25, 2018
TRIAL DATE SET: No Date Set

Plaintiff CROWN CASTLE NG WEST LLC, a Delaware limited liability company (“Crown Castle”) and defendants TOWN OF HILLSBOROUGH, a California municipality and CITY COUNCIL OF THE TOWN OF HILLSBOROUGH, its governing body (collectively, “Town”)¹, by and through their respective counsel, hereby stipulate as follows:

1. WHEREAS, on January 4, 2017, Crown Castle submitted to the Town various applications for wireless communications facility and encroachment

¹ Crown Castle and the Town are collectively referred to as “Parties.”

1 permits for the installation of a small cell network (“Original Project”);

2 2. WHEREAS, on or about March 26, 2018, the Town voted to adopt a
3 resolution denying the permit application for the Original Project;

4 3. WHEREAS, on April 25, 2018, Crown Castle initiated this action
5 (“Action”) by filing a Petition for Writ of Mandate and Complaint (“Complaint”)
6 against the Town;

7 4. WHEREAS, on or about June 11, 2020, the Parties entered into a
8 conditional Settlement Agreement (“Conditional Settlement Agreement”), which
9 was approved by the Town on June 8, 2020 (Dkt. 75, Exh. A), and which was
10 modified by mutual agreement of the Parties on July 17, 2021 to extend certain
11 deadlines;

12 5. WHEREAS, the Conditional Settlement Agreement outlined certain
13 future actions that needed to be accomplished before the issues at the center of this
14 Action could be fully and finally resolved (“Future Actions”), which Future Actions
15 included the processing of applications for a revised network of wireless
16 telecommunications facilities in the Town;

17 6. WHEREAS, by actions taken by the City Council on June 28, 2021
18 and July 27, 2021, the Town approved an “Altered Project” as defined in section
19 4.3 of the Conditional Settlement Agreement;

20 7. WHEREAS, by correspondence dated August 2, 2021, Crown Castle
21 accepted the Town’s approval of the Altered Project pursuant to section 4.3(b) of
22 the Conditional Settlement Agreement;

23 THEREFORE, IT IS HEREBY STIPULATED AS FOLLOWS:

24 1. Crown Castle’s Complaint (Dkt. 41) is hereby dismissed with
25 prejudice pursuant to section 4.3(b) of the Parties’ Conditional Settlement
26 Agreement;

27 2. The Parties are to bear their own costs and attorneys’ fees; and

28 3. The Conditional Settlement Agreement as modified is incorporated



1 herein as though fully set forth, including section 15, which allows for proceedings
2 or actions to enforce the Conditional Settlement Agreement to occur in federal
3 and/or state courts in San Mateo County, California, and the Court retains non-
4 exclusive jurisdiction as necessary to permit the effectuation of those terms.

5 IT IS SO STIPULATED.

6 Dated: August 13, 2021

NEWMEYER & DILLION LLP

8 By: /s/ Jason Moberly Caruso
9 Michael W. Shonafelt
10 Jason Moberly Caruso
11 Attorneys for Plaintiff
12 CROWN CASTLE NG WEST LLC

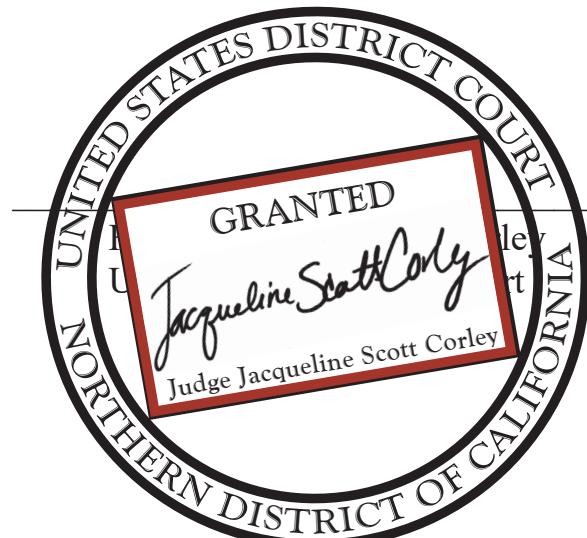
Dated: August 13, 2021

BEST BEST & KRIEGER LLP

14 By: /s/ Gail A. Karish
15 JOSEPH VAN EATON
16 GAIL A. KARISH
17 Attorneys for Defendants
18 TOWN OF HILLSBOROUGH and
19 the CITY COUNCIL OF THE
20 TOWN OF HILLSBOROUGH

21 IT IS SO ORDERED.

22 Date: August 16, 2021



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